

AVISCAR

BENEFITS PACKAGE

FOR COPE 378 MEMBERS

2006

ARTICLE 32: EMPLOYEE ASSISTANCE PROGRAM

32.01 Purpose

- (a) The purpose of the Employee Assistance Program shall be to facilitate treatment for employees whose attendance, job performance or behaviours while at work is being adversely affected by mental illness, substance abuse or other personal problems, through a process of problem identification, assessment, referral and treatment on a conditional basis.
- (b) The purpose of the Employee Assistance Program shall also be to provide employees with every opportunity under this Article to resolve problems of a personal nature which are adversely affecting their work attendance, job performance or behaviour while at work before any disciplinary or discharge action is taken by the Employer.

32.02 Nature of Program

The Employer shall provide a mutually acceptable Employee Assistance Program using an independent, neutral third party to provide the service(s). The contract for such service(s) and any change(s) thereto shall be subject to approval by the Union. The Employer shall provide each employee and the Union with a copy of this EAP contract.

32.03 Participation

All employees shall be eligible for participation in the Employee Assistance Program. An employee may participate on a voluntary basis, or mandatorily as described in Clause 32.04 below.

32.04 Employer Initiated Referral

An employee may be referred to the Employee Assistance Program by the Employer as a result of deteriorating attendance or job performance or inappropriate behaviour while at work, where it is believed that the cause of the problem is of a personal nature. Such referral must be made in the presence of a Union representative. In the event of an Employer initiated referral, an employee shall only be subject to discipline, discharge or termination by the Employer in relation to his or her attendance.

32.05 Time Off Work

- (a) An employee shall be given an unpaid leave of absence while participating in any treatment program under the Employee Assistance Program. During such period of time the Employee shall not be paid; however, in all other respects the Employee shall be kept "whole" with respect to all seniority, benefits and other rights and entitlements which would accrue under this Agreement had the employee remained working. Notwithstanding anything, if an employee who is participating in any treatment program under the Employee Assistance Program is entitled to any compensation including, but not limited to, wage payment, or

payment-in-lieu, under any of the other benefit plans provided by this Agreement, then such compensation provisions shall apply and prevail.

- (b) Employees shall be entitled to paid time off work for the purposes of EAP consultations, as opposed to EAP treatment programs which are to be taken as unpaid time off work per Clause 32.05(a) above.

32.06 Privacy And Confidentiality

- (a) The Parties agree that the Employee Assistance Program shall not operate so as to invade the privacy of any employee, except with the employee's consent and where attendance, job performance or behaviour while at work is identified as a problem.
- (b) All information related to an employee's participation in the Employee Assistance Program will remain confidential and neither Party shall use the participation of an employee as evidence in any arbitration.

32.07 Funding

All cost related to establishing and functioning of the Employee Assistance Program shall be borne by the Employer.

ARTICLE 33: BENEFIT PLANS

33.01 Medical Coverage and Extended Health Benefits

The Major Medical Plan is designed to complement the various Provincial Government Medicare Programs. It provides the employee and members of the employee's immediate family with coverage for Medical expenses resulting from illness or injury.

Eligibility: Compulsory for full-time employees after completion of 3 months of service.

Benefit: 100% Reimbursement

- semi-private room
- private room up to a maximum of \$25.00 daily over the semi-private rate.
- 80% Reimbursement after Deductible of \$25.00 per Family per Calendar Year
- medication obtainable only by prescription
- registered nurses recommended by doctor
- ambulance charges (except Ontario)
- chiropractor, osteopath, podiatrist - after B.C. Medicare maximum has been reached (maximum \$100.00)
- braces, crutches and prosthesis
- psychoanalysis (maximum \$200.00)

- physiotherapy given by licensed physiotherapist

Cost: Avis pays 100% of the Major Medical Plan

33.02 **Group Life Insurance**

The Avis Life Insurance Plan protects you and your family in the event of your death or dismemberment.

Eligibility: Compulsory for all full-time employees after completion of 3 months of service.

Employee Coverage:

- (i) Basic Coverage

<u>Annual Salary (excl. overtime)</u>	<u>Benefit</u>
Up to \$10,000.00	2x times annual salary
\$10,000.00 to \$15,000.00	2½x times annual salary
\$15,000.00 and over	3x times annual salary

- (ii) Accidental Death & Dismemberment Coverage

Twice basic coverage providing death occurs within 365 days of accident.

Benefits for accidental dismemberment are payable in a lump sum.

Amount of benefit will depend on the seriousness of dismemberment.

Dependent Coverage

- (iii) Spouse - \$3,000.00

- (iv) Children - \$2,000.00

Cost:

AVIS pays 50% of the employees' basic coverage.

AVIS pay s 100% of the employees' dependent coverage.

33.03 **Dental Plan**

The Dental Plan provides the employee and the employee's dependents with financial assistance to pay the Dentist's bills.

Eligibility: Compulsory for full-time employees.

Deductible: \$25.00 per employee per calendar year
\$50.00 per family per calendar year

Benefit: Basic Treatments:

Eligible after three (3) months of service

100% Reimbursement

(based on the B.C. Dental Association Guidelines)

- filings
- extractions
- X-Rays
- oral examinations
- root canals

Major Treatments:

Eligible after one (1) year of service

80% Reimbursement

(based on the B.C. Dental Association Guidelines)

- crowns
- dentures
- replacement dentures (every 5 years)
- bridges

MAXIMUM FOR BASIC AND MAJOR TREATMENT IS \$1,000.00 PER
CALENDAR YEAR PER PERSON

Ortho Treatments:

Eligible after one (1) year of service

50% Reimbursement

- children only
- lifetime maximum \$1000.00

Cost: AVIS pays 75% and the employee pays 25% of the cost of the dental plan.

33.04 Vision Care

The Employer will provide Vision Care for corrective lenses and frames or contact lenses to a maximum of \$200.00 per person enrolled in the Plan each twenty-four (24) month period.

33.05 Short/Long Term Disability Plan (Income Protection Plan)

The income protection plan is designated to provide the employee and members of the employees' family with a source of continued income during a prolonged sickness or disability:

Eligibility: Compulsory for all full-time employees after completion of three (3) months service.

Benefit: If the employee is sick or disabled he/she may be eligible for:

- (a) 100% of the employee's salary for a period of up to 5 days from the bank of sick days; then
- (b) 66 2/3% of monthly salary (subject to a maximum of \$3,500.00 per month).

The long term disability benefits are not taxable and the maximum payable is \$3,500.00 per month.

Cost: AVIS pays the full cost of the employees' bank of sick days and pays 100% of the cost of the short term disability plan. The employee pays the full cost of the longer term disability plan in order for the plan to provide a non-taxable benefit.

N.B. For information on paid sick days please refer to the Collective Agreement Article 27 - Sections 27.01 through 27.04.

33.06 Pension Plan (Retirement Plan)

The Avis Retirement Plan is designed to supplement the Government Programs and to provide the employee with financial security upon retirement.

Eligibility: Optional after three months or two years of service or compulsory after three (3) years and age 25 for full time employees.

Contribution: 3.5% of bi-weekly salary, up to maximum salary under Quebec/Canada Pension Plan and 5% of salary in excess of that maximum.

Benefits: Termination

Refund of employee contributions with interest or a pension starting at the employee's normal pension date, as required by legislation in the province of residency.

Death

Death before retirement - return of employee contribution with interest or the value of pension earned, payable to beneficiary or spouse, as laid down by legislation in the province of residency.

Retirement

Annual pension payable monthly from first of month after age 65, based on years of service and average salary of last five (5) years with adjustment in respect of such salary up to Quebec/Canada Pension Plan maximum salary.

Cost: Avis shares the cost of the Pension (Retirement) Plan.

33.07 Details About Benefit Plans

- (a) Details about the Plans referred to in this Article are provided in the Employer's Benefit Brochure dated June 1994 and such benefits shall not be less favourable than the benefits in effect as of that date.
- (b) The Employer agrees to provide the Union with a copy of each contract entered into with the insurance carrier or any other third party providing any of the Benefit Plan(s) coverage referred to in this Article and any subsequent amendments made to each such contract. Each such contract, and any amendments thereto, shall be deemed to be incorporated into this Agreement as if set forth in full herein in writing, and shall so apply. Accordingly, any disputes with respect to any of the Benefit Plans referred to in this Agreement shall be subject to resolution in accordance with the grievance and arbitration procedures contained in this Agreement.

33.08 Benefit Plans Coverage While On Vacation or Leave of Absence

- (a) Benefit Plans coverage under this Agreement shall continue in full for all eligible Employees while they are on vacation or any paid leave of absence including, but not limited to, absence due to Workers' Compensation, and the Employer and each eligible Employee, as applicable, shall continue to pay their respective share of the costs for these Benefit Plans.
- (b) A regular Employee on leave of absence without pay for a period of more than thirty (30) consecutive calendar days shall be required after the first thirty (30) calendar days of such leave to pay the whole cost of the applicable benefit coverage for the remainder of his unpaid leave of absence, except that the Employer will maintain and pay the entire cost of an Employee's benefits while on maternity leave or during an absence as a result of illness, injury, disability or other medical condition.

33.09 Casual Employees

Casual Employees will not be covered under the benefit plans or welfare plans referred to in this Article.